

EXHIBIT A



Notice of Service of Process

KN4 / ALL
Transmittal Number: 29463548
Date Processed: 07/09/2024

Primary Contact: Christine DiDomizio
Jaguar Land Rover North America, LLC
100 Jaguar Land Rover Way
Mahwah, NJ 07495-1100

Electronic copy provided to: Ricardo Tapia
Ramsey Ong
Nadira Kirkland
Patricia Bradley
Agnes Wegiel
Timothy Fleming

Entity: Jaguar Land Rover North America, LLC
Entity ID Number 3279821

Entity Served: Jaguar Land Rover North America, LLC

Title of Action: Kirandeep Samra vs. Jaguar Land Rover North America, LLC, a Delaware Limited Liability Company

Matter Name/ID: Kirandeep Samra vs. Jaguar Land Rover North America, LLC, a Delaware Limited Liability Company (15961800)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Fresno County Superior Court, CA

Case/Reference No: 24CECG02802

Jurisdiction Served: California

Date Served on CSC: 07/09/2024

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Romano Stancroff PC
310-477-7990

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

KIRANDEEP SAMRA and KARAMVEER SAMRA,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

E-FILED
7/8/2024
Superior Court of California
County of Fresno
By: M. Pivovarov, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Fresno County Superior Court

1130 O Street
Fresno, CA 93721-2220

CASE NUMBER:
(Número del Caso): 24CECG02802

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Romano Stancroff PC, 360 N. Pacific Coast Hwy., Ste. 1010, El Segundo, CA 90245 (310) 477-7990

DATE: 7/8/2024
(Fecha)

Clerk, by M. Pivovarov, Deputy
(Secretario) (Adjunto)

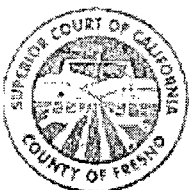
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability Company
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): Corp. Code 17701.16, limited liability company
- ☐ by personal delivery on (date):

[SEAL]



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mark Romano Esq. (SBN 244113) ROMANO STANCROFF PC 360 N. Pacific Coast Hwy., Ste. 1010 El Segundo, CA 90245		FOR COURT USE ONLY E-FILED 7/1/2024 8:00 AM Superior Court of California County of Fresno By: M. Pivovarov, Deputy	
TELEPHONE NO.: (310) 477-7990 FAX NO.: (310) 477-7995 EMAIL ADDRESS: e-service@thelemonlawattorneys.com ATTORNEY FOR (Name): Kirandeep Samra and Karamveer Samra			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO STREET ADDRESS: 1130 O Street MAILING ADDRESS: same as above CITY AND ZIP CODE: Fresno, CA 93721-2220 BRANCH NAME: B.F. Sisk Courthouse			
CASE NAME: Kirandeep Samra and Karamveer Samra v. Jaguar Land Rover North America, LLC, et al			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24CECG02802 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: July 1, 2024
- Mark Romano, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ROMANO STANCROFF PC

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Attorneys for Plaintiffs,
KIRANDEEP and KARAMVEER SAMRA

E-FILED
7/1/2024 8:00 AM
Superior Court of California
County of Fresno
By: M. Pivovarov, Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO**

**KIRANDEEP SAMRA
and KARAMVEER SAMRA,**

Plaintiffs,

vs.

**JAGUAR LAND ROVER NORTH
AMERICA, LLC, a Delaware Limited
Liability Company, and DOES 1 through 10,
inclusive,**

Defendants.

Case No.: 24CECG02802

COMPLAINT

- 1. SONG-BEVERLY ACT**
- 2. MAGNUSON-MOSS ACT**
- 3. BREACH OF EXPRESS
WARRANTY**

*Assigned for All Purposes to the
Honorable
Department*

Plaintiffs, KIRANDEEP SAMRA and KARAMVEER SAMRA, allege as follows
against Defendants, JAGUAR LAND ROVER NORTH AMERICA, LLC, and DOES 1 through
10 inclusive, on information and belief, formed after an inquiry reasonable under the
circumstances:

GENERAL ALLEGATIONS

1. Plaintiffs are individuals residing in the City of Selma, County of Fresno, and State of California.

2. Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC is and was a Delaware limited liability company registered to do business in the State of California with its registered office in the City of Sacramento, County of Sacramento, State of California.

3. This cause of action arises out of the breach of warranty of the vehicle in question, which occurred in the City of Fresno, County of Fresno, State of California.

4. Plaintiffs do not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendants together with appropriate charging allegations when ascertained.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

6. Plaintiffs purchased a 2018 Land Rover Range Rover Velar, VIN: SALYB2RV2JA711467, ("the vehicle").

7. Plaintiff received an express warranty from JAGUAR LAND ROVER NORTH AMERICA, LLC; through which JAGUAR LAND ROVER NORTH AMERICA, LLC undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or provide compensation if there was a failure in such utility or performance. JAGUAR LAND ROVER NORTH AMERICA, LLC provides the same express warranty whether a vehicle is acquired through a cash sale, financed sale, or lease.

(Violation of the Song-Beverly Consumer Warranty Act)

10. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a "new motor vehicle" and Plaintiffs have used the vehicle primarily for those purposes.

12. Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC is a "manufacturer" and/or "distributor" under the Act.

13. Plaintiff received an implied warranty from JAGUAR LAND ROVER NORTH AMERICA, LLC that the vehicle was merchantable. Plaintiff was also received an implied warranty of fitness from defendant.

14. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the vehicle.

15. Plaintiffs delivered the vehicle to JAGUAR LAND ROVER NORTH AMERICA, LLC authorized repair facilities for repair of the nonconformities on numerous occasions.

16. Defendants were unable to conform Plaintiffs' vehicle to the applicable express and implied warranties after a reasonable number of attempts.

18. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either promptly replace the new motor vehicle or promptly make restitution in accordance with the Song-Beverly Consumer Warranty Act.

1 19. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or
2 replacement, Defendants are in breach of their obligations under the Act.

3 20. Plaintiffs are entitled to justifiably revoke acceptance of the vehicle under the Act.

4 21. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid for
5 the vehicle less that amount directly attributable to use by the Plaintiffs prior to discovery of the
6 nonconformities.

7 22. Plaintiffs are entitled to all incidental, consequential and general damages resulting
8 from Defendants' failure to comply with their obligations under the Act.

9 23. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to
10 the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in
11 connection with the commencement and prosecution of this action.

12 24. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two
13 times the amount of actual damages in that JAGUAR LAND ROVER NORTH AMERICA, LLC
14 has willfully failed to comply with its responsibilities under the Act.

15 SECOND CAUSE OF ACTION

16 (Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

17 25. Plaintiff incorporates herein by reference each and every allegation contained in the
18 preceding and succeeding paragraphs as though herein fully restated and realleged.

19 26. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (referred to
20 as "Mag-Moss"), 15 U.S.C. § 2301(3).

21 27. Defendant, JAGUAR LAND ROVER NORTH AMERICA, LLC is a "supplier" and
22 "warrantor" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

23 28. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. §
24 2301(1).

25 29. In addition to the written warranty from JAGUAR LAND ROVER NORTH
26 AMERICA, LLC, an implied warranty of merchantability was created under California law. The
27
28

1 vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the
2 vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

3 30. Defendants violated the Mag-Moss Act when they breached the express warranty and
4 implied warranties by failing to repair the defects and nonconformities, or to replace or
5 repurchase the vehicle.

6 31. Plaintiff performed all terms, conditions, covenants, promises and obligations required
7 to be performed on Plaintiff's part under the terms of the express warranty and implied warranty
8 except for those terms and conditions, covenants, promises and obligations or payments for
9 which performance and/or compliance has been excused by the acts and/or conduct of the
10 Defendant and/or by operation of law.

11 32. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiffs
12 have been damaged in the form of general, special and actual damages in an amount within the
13 jurisdiction of this Court, according to proof at trial.

14 33. Under the Act, Plaintiffs are entitled to rescission of the contract, reimbursement of the
15 purchase price paid for the vehicle.

16 34. Plaintiffs are entitled to all incidental, consequential and general damages resulting
17 from Defendants' failure to comply with their obligations under the Mag-Moss Act.

18 35. Plaintiffs are entitled under the Mag-Moss Act to recover as part of the judgment a sum
19 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
20 incurred in connection with the commencement and prosecution of this action pursuant to 15
21 U.S.C. § 2310(d)(2).

22 THIRD CAUSE OF ACTION

23 (Breach of Express Warranty under the California Commercial Code - Against All Defendants)

24 36. Plaintiffs incorporate herein by reference each and every allegation contained in the
25 preceding and succeeding paragraphs as though herein fully restated and realleged.

26 37. Plaintiffs are buyers under Cal. Com. Code § 2103(1)(a).

27 38. Defendant is a merchant with respect to motor vehicles under Cal. Com. Code §
28

2104(1) and is a seller of motor vehicles under § 2103(1)(d).

39. The 2018 car is a good under Cal. Com Code § 2105.

40. The warranty given to Plaintiffs by defendant covering the 2018 car is an express warranty under Cal. Com. Code § 2313.

41. Plaintiffs delivered the vehicle to defendant's authorized repair facilities for repair under the warranties provided by defendant and otherwise gave defendant notice of the defects with the vehicle.

42. Defendant failed to repair the vehicle as required by the warranty.

43. Because defendant failed to repair the vehicle within a reasonable number of attempts, the express warranty failed of its essential purpose as provided by Cal. Com. Code § 2719(2).

44. As a direct result of defendant's breach of warranty, Plaintiffs suffered damages.

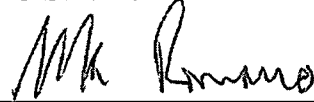
45. The failure of the vehicle to function as represented and warranted was a substantial factor in causing Plaintiffs' harm.

46. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the warranty, constitute a breach of warranty by defendant actionable under the California Commercial Code.

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiffs' actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and
8. For such other and further relief as the Court deems just and proper under the circumstances.

ROMANO STANCROFF PC



Mark Romano, Esq. (SBN 244113)

Timothy Whelan, Esq. (SBN 255037)

Aliaksandra Valitskaya, Esq. (SBN 320680)

Attorneys for Plaintiffs

KIRANDEEP and KARAMVEER SAMRA

Dated: 7/1/24